



*Office of the City Manager*

EMPLOYEE RELATIONS

February 16, 2011

Nancy Ostrowski  
Senior Business Representative  
IFPTE, Local 21

Tom Brim  
President  
Association of Building, Mechanical and  
Electrical Inspectors (ABMEI)

John Mukhar  
President  
Association of Engineers and Architects  
(AEA), IFPTE, Local 21

Dale Dapp  
President  
Association of Maintenance Supervisory  
Personnel (AMSP)

Cay Denise MacKenzie  
President  
City Association of Management  
Personnel (CAMP), IFPTE, Local 21

Dan Rodriguez  
Business Representative  
International Brotherhood of Electrical  
Workers, Local No. 332 (IBEW)

**RE: 2011 Negotiations**

Per our discussions on Monday, February 14, 2011, both the City and the above referenced bargaining units involved in the coalition bargaining process (Coalition) are foregoing ground rules in order to begin discussing the substantive issues that face both the City and the Coalition. Although we will not be signing ground rules, it was a worthwhile discussion over the course of several negotiation sessions as both the City and the Coalition reached a common understanding on certain key issues, specifically reiterating the following issues during our meeting on February 14, 2011:

- Any member of the Coalition, including the City, may choose to withdraw from negotiations as a member of the Coalition. Withdrawal from the Coalition is without prejudice to the withdrawing organization's right to bargain with the City or the City's duty to bargain. Withdrawal from the Coalition by any member will convert the negotiations to bargaining with the withdrawing bargaining unit separately, starting with the City's last proposal on the table. The City may continue coalition bargaining with the remaining members of the Coalition.

- The City and any bargaining unit in the Coalition may enter into a Tentative Agreement at any time and does not require agreement by any other party in the Coalition. A Tentative Agreement, including any tentative agreements reached during the negotiations on individual issues, is subject to ratification by the applicable bargaining unit's membership and approval of the City Council in open session. The City's negotiating team agrees that it will make good faith efforts when recommending a Tentative Agreement to the City Manager and the City Council, and each bargaining unit participating in the Coalition agrees that they will make good faith efforts when recommending a Tentative Agreement to the bargaining unit membership.
- In the event of impasse in the Coalition bargaining process, the parties agree that all bargaining units participating in the Coalition will participate in the impasse procedures collectively under the impasse resolution procedures specified in Section 23 of the Employer-Employee Resolution #39367. However, this does not preclude the City and any bargaining unit in the Coalition from entering into a separate Tentative Agreement subsequent to the invocation of the impasse procedures or the commencement of the mediation process.
- The City will authorize release time from regular duties for up to three (3) representatives from each bargaining unit to participate in the negotiation sessions. Representatives shall use the City Paid Union Release Time (URT) payroll code for any paid time off authorized by the City in the negotiation process. Representatives shall not receive compensation for sessions that may occur outside their regular work hours.

It should be noted that the City and the Coalition also discussed the proposed ground rules during our meeting on February 9, 2011, and it was our understanding that, in addition to those listed above, the Coalition did not object to the following issues raised by the City through its proposed ground rules:

- Each individual bargaining unit participating in the coalition shall designate a chief spokesperson(s) that shall have the authority to negotiate and enter into tentative agreements on behalf of their respective members.
- The City and each bargaining unit participating in the coalition will have permanent negotiating team members. However, the parties may change team members during the negotiation process upon advance notice, at least 24 hours prior to the session, absent any extenuating circumstances, to the other teams.
- Each bargaining unit participating in the coalition will ensure that a designated representative attends every negotiation session.
- Either party may caucus at any time, with the understanding that the caucus time is reasonable and provides an estimated conclusion time.

The City appreciates the Coalition's commitment to coming to a successful resolution of negotiations. If you have any questions or need to clarify our understanding of these issues, please do not hesitate to let me know.

Sincerely,



Aracely Rodriguez  
Senior Executive Analyst

c: Richard Hicks, ABMEI  
Steve Stender, ABMEI  
Mike Terwilliger, ABMEI  
Dianna Butcher, AEA  
Henry Servin, AEA  
Ross Bayer, AMSP  
Phyllis Schulz, AMSP  
Kara Capaldo, CAMP  
Phyllis Dawkins-Thames, CAMP  
Frank Crusco, IBEW  
Joe Beckham, IBEW  
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